Bangalore Water Supply & Sewerage Board

(BWSSB)

REQUEST FOR PROPOSAL

FOR

Work of Comprehensive operation and maintenance of Cloud Services for Various applications of BWSSB for 5 Years.

TENDER DOCUMENT

(Through Karnataka Public Procurement Portal only)

https://kppp.karnataka.gov.in

Office of the Chief Engineer (Design & QA)

BANGALORE WATER SUPPLY & SEWERAGE BOARD

9th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009
Telephone – 080-22945340

Particulars of Tender

TENDER REFERENCE:	:	No.BWSSB/CE(D&QA)/ACE(MIS&IT)/TA/ 3068/2025-26 Dt: 28.10.2025
NAME OF THE WORK	:	**Work of Comprehensive operation and maintenance of Cloud Services for Various applications of BWSSB**
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd: 15.12.2025 at 16:00 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd:16.12.2025 at 16:00 Hrs
EARNEST MONEY DEPOSIT	:	Rs. 5,36,500/-
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9th Floor Cauvery bhavan, K G Road. Bangalore-09. email: cedesign@bwssb.gov.in Tel Ph : 08022945340
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9thFloor Cauvery bhavan, K G Road. Bangalore-09. email: cedesign@bwssb.gov.in Tel Ph : 08022945340
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9th Floor Cauvery bhavan, K G Road. Bangalore-09. email: cedesign@bwssb.gov.in

		Tel Ph : 08022945340
CONTRACT DOCCUMENT REFERENCE		Quality and Cost Based Selection (QCBS) as per K/C-4

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation
2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

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Section 1 – Invitation for tender

(Through Karnataka Public Procurement Portal)

IFT No: BWSSB/CE(D&QA)TE/ACE(MIS&IT)/TA/ 3068/2025-26 Dt:28.10.2025.

The Chief Engineer (D&QA) invites tender from eligible tenderers, for the "Work of Comprehensive operation and maintenance of Cloud Services for Various applications of BWSSB for 5 Years." detailed in the Table below. Tenderers are requested to submit their Tender through Karnataka Public Procurement Portal, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 4 & 6) in Karnataka Public Procurement Portal. Price tender will be opened only if the bidder who qualifies the minimum qualification criteria specified in ITC for award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal** https://kppp.karnataka.gov.inin website only from **30.10.2025 to 18.11.2025** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website https://kppp.karnataka.gov.in is **15.12.2025** at **16:00 hrs.** The bids will be opened at the office on **16.12.2025** at**16:00 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

Sl. No	**Name of Work**	**Tender Processing Fees**	**Approx Amount put to Tender Rs. in Lakh (Approx)**	**Bid Security Rs. in Lakh**	**Period of completion**
1	Work of Comprehensive operation and maintenance of Cloud Services for Various applications of BWSSB for 5 Years.	To be specified by Karnataka Public Procurement portal	**357.65**	**5.37**	**5 years**

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.
6. The cost of the tender document once paid will not be refunded.
7. Uploading of signed copy of technical proposal submission form.
8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00 hrs.

O/o the Chief Engineer (D&QA)
Bangalore Water Supply and Sewerage Board
9th Floor Cauvery Bhavan, K G Road.
Bangalore-09.
email: cedesign@bwssb.gov.in
Tel Ph :08022945340

Or **visit Website**
https://kppp.karnataka.gov.in

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in
11. Other details can be read from the tender documents.

Chief Engineer (D&QA)
BWSSB

Section 2 – Information to Bidder

1. INTRODUCTION

1.1. The Client named in the “Data Sheet” shall select a firm from amongst the Bidder who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Bidder are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client’s satisfaction before work begins on the next stage.

1.4. The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, Bidder are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects Bidder to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, Bidder shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates in India, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Bidder or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidder.

1.7.2. As pointed out in para. 1.7.1 (a) above, Bidder may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that Bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices

among Bidder (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. Will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Bidder shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

3. Bidder may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

3.1. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

4.1. Bidder are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

4.2. In preparing the Technical Proposal, Bidderis expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.3. Deleted

4.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Bidder should submit this document at the time of the technical presentation.

v. Power of Attorney of Authorised Signatory (Section 3G)

vi. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 5 Financial Years.

vii. Details of the Bidder (Section 3I)

viii. Any additional information requested in the Data Sheet.

4.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidder submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

4.6. In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and

training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

4.7. Bidder shall express the price of their services as per the information provided in Data Sheet.

4.8. The Bidder should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

4.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidder who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

GENERAL

5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4. After the evaluation of quality is completed, the Client shall notify the Bidder that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

5.5. The Financial Proposals shall be opened publicly in the presence of the Bidder' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7. The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3. Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract. Before contract negotiations, the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be provided by the Consultant. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.4. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.5. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the Contract.

7. AWARD OF CONTRACT

7.1. The Bidder whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Bidder that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidder of the grounds for the Clients action.

8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the proposals or to other persons not officially concerned with the process until the winning Bidder has been notified that it has been awarded the contract.

DATA SHEET

INFORMATION TO BIDDER

Clause ref	Particulars	Details
1.1	Name of the client	Bangalore Water Supply and Sewerage Board
	Method of selection	Quality and cost based selection (QCBS)
1.2	Technical and financial proposals are requested	Yes
	Name of the assignment	Work of Comprehensive operation and maintenance of Cloud Services for Various applications of BWSSB for 5 Years.
	Objective and Description of the assignment	• Provide Managed Cloud IT Infrastructure services for the various application hosting & services • Ensure full infrastructure management to the Engineering-Development team for deployment during staging and live. • Configurations of Security, Networking, VPN, all aspects of Cloud infrastructure • Scalability to handle peak loads as needed by the applications. • Providing Backup services & Disaster Recovery to ensure continuity of services. • Data Security and Compliance, including support for Indian IT regulations and guidelines. • Centralized Monitoring and Analytics for the services.
1.3	Assignment is phase	no
1.4	A pre-proposal conference will be held	Yes
	Date, Time & Venue	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9th Floor Cauvery bhavan, K G Road Bangalore-09.

	Name, Adress and Telephone numbers of the client's officials	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9th Floor Cauvery bhavan, K G Road Bangalore-09. email: cedesign@bwssb.gov.in Tel Ph : 08022945340
	The scope, nature, and timing of future work	Outlined in Terms of reference.
1.11	The clauses on fraud and corruption	As per sub clause 2.7.1 of GCC
2.1	Clarifications may be requested upto	One day prior to pre-proposal conference 5 days before the submission date
	Address for requesting Clarification	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9th Floor Cauvery bhavan, K G Road Bangalore-09. email: cedesign@bwssb.gov.in Tel Ph : 08022945340
3.1	Proposals should be submitted in the following language(s)	English
3.10	Proposals must remain valid 90 days after the submission date i.e Until	Tenders shall remain valid for a period of ninety days (90) after the deadline date for tender submission.
4.3	Bidder must submit an original and ____ [Number] additional copies of each proposal.	Through KPPP only
4.4	The proposal submission address is:	Through KPPP only
	The information on the outer envelope should also include	Through KPPP only
4.5	Proposals must be submitted no later than the following date and time	
5.1	The address to send information to the Client is:	
5.3	The number of points to be given under each of the evaluation criteria are	As per Evaluation criteria detailed below
5.8	The formula for determining the financial scores is the following:	[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]

	The weights given to the technical and Financial Proposals	T= 0.75 , and P= 0.25
6.1	The address for negotiations is	Office of the Chief Engineer (D&QA) Bangalore Water Supply and Sewerage Board 9th Floor Cauvery Bhavan, K G Road Bangalore-09. email: cedesign@bwssb.gov.in Tel Ph : 08022945340
7.2	The Assignment is expected to commence on	From the date of Issue of Work order and entry in an agreement.

Evaluation criteria.

A. Pre-Qualification

The Technical bids of only the Bidder satisfying the following pre-qualification criteria will be evaluated –

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted ***(All documents to be submitted unless indicated otherwise)***
1.	**Legal Entity:** The Bidder should be either. 1. The Firm must have an office in Bengaluru, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal) 2. Cloud Services offered by bidder must be certified for ISO 27001, ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology and ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. 3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies as on date of submission of bid. 4. Bidders are not allowed to form Joint venture or Consortium with other bidders. **5. Should have to submit the MAF Form** **6. And OEM Letter** 7. Subletting/ subcontracting of any part of work is not permitted. 8. Firm having worked in this region is desirable. (In Karnataka	1. If the Bidder is a Company b. Copy of Certificate of Incorporation ISO Certificates issued by the competent authority with validity. 2. All Bidders must submit the following – a. Copy of GST Registration b. Copy of PAN Card

	&Bangalore) 9. The company should not be a loss making in the previous year. Documentary proof -shall be submitted along with Bid. 10. Assignments done in India only will be considered with Central Government / State Governments / Department / Urban Local Bodies /Government entities / Public Sector Undertakings. Private sector experience will not be considered. The Bidder must demonstrate capabilities and experience in the following fields: • The CSP should provide all variants of cloud service as per MeiTY guidelines, including Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) on their Cloud from any Gov organization &**STQC Audited** • The bidder should be a minimum of Tier III classification and should have a minimum of 3 ISPs already present at the time of Bid Submission • The CSP facility provider where the CSP has its Cloud or the bidder should not be black listed by PSU/Central Govt/State Govt. or any other Organization or agencies in India. Also both CSP & Data Centre facility provider should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any PSU/Central Govt/State Govt. or any other Organization or agencies in India. • The each of the facilities where the cloud service offerings are proposed to be offered must meet the following criteria: a) The Data Center FacilitymustbewithinBangalore and should be operating for at least 5 years	

	b) The proposed Data Center should comprise the following minimumnecessary facilities. i. Routers,Firewalls,LAN,WAN,Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management ii. Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer/Syslog,SSL,DDOSProtection, WAF, SIEM, IntegratedVulnerabilityAssessment,SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications &Compliance, Authentication & Authorization, and Auditing & Accounting.) • Assured protection with security built at multiple levels.	
3.	**Years of Experience:** The Bidder should have minimum of atleast 5 years of experience in providing the Data Centre FacilitywithinBangalore	1.Technical Proposal Submission Form at **Section 3A** 2.Details of the Bidder at **Section 3I**
4.	**Average Annual Turnover:** The Firm shall have a minimum annual turnover of **Rs. 715.31** in minimum 2 years of the last five years. Documentary proof in the form of attested balance sheet for last 5 years (From 2020-21 to 2024-25) shall be submitted The Financial Capacity of only the bidding entity will be considered for this criterian. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for assessment of eligibility for this criterian.	Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company for the last 5 Financial Years (i.e., **2020-21,2021-22,2022-23,2023-24,2024-25**) in the format at **Section 3H**
5.	Liquid Assets and /or availability of credit facilities of no less than Rs.107.30 Lakhs (Credit lines/ letter of credit/ certificates from banks for	Banker certificate

	meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period)*	
6.	**Experience of providing cloud services for State Government /City/Urban local bodies/ in India.** The Bidder should have experience of providing cloud services / data centre to National/State level. The said assignments should meet the following criteria in addition to the above – • The assignment should be for a duration of at least 2 years in previous 5 Financial years (2020-2021 to 2024-25) • The contract value of the services should be at least INR **178.83 Lakhs** • In any one financial year, the minimum quantities of work to maintain are 493 GB of RAM and 17 TB of HDD. • The assignment must have been undertaken within the last 5 (five) years from the date of notice inviting tender.	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement • Proof of completion such as completion certificate or performance certificate.
7.	**Not Blacklisted / Barred and Not Involved in Major Litigation Affecting Service Delivery:** The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. Further, in the last 5 (five) years, the Bidder or any of their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public	• Technical Proposal Submission Form at **Section 3A**

	authority nor have had any contract terminated by any public authority for breach on our part.	
8.	**Power of Attorney:** The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.	• Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder for signing this bid in format at **Section 3G** or a Copy of Board Resolution duly authorizing the Authorized Signatory

NOTE:

1. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing / past clients.

B. Technical proposal

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms' technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts].The Bidder shall be evaluated according to the below mentioned parameters –

Points table for technical qualification:

Sl.no	Criteria	Points
1	General qualification meeting PQ requirements	**20**
2	Compliance and certification: ISO, GDPR, HIPPA& PHI and additional certifications explicitly for cloud service.	**15**
3	Service portfolio: Breadth of services, including computing power, storage, databases	**5**
4	Performance: Processor speed, latency, response time and reliability	**5**
5	key personnel's(More than 50 IT professional employees)	**10**
6	Experience of providing cloud service to more than one govt organization	**35**
7	Global foortprint: Number of Data centres and regions available	**10**

TotalPoints:100

Sl. No.	Section	Title	Details
1.	**5.4**	Minimum technical score	The Bidder must achieve a minimum of **75 marks overall** to be eligible for opening of the Financial Proposal.
2.	**5.7**	Ranking of the Bidders	The formula for determining the financial scores is the following: *Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration* The weights given to the Technical and Financial Proposal are: *T = 0.80, and* *F = 0.20* The Consultant achieving the highest combined technical and financial score will be invited for negotiations. In case of a tie, the Client shall select the Consultant who had received a higher score during the technical presentation. In case the Bidder are still tied, preference shall be given to the scores received for the technical evaluation.
3.	**6.1**	Approving authority for negotiation	Chief Engineer (D&QA), Bangalore Water Supply & Sewerage Board (BWSSB), 9th Floor, Cauvery Bhavan, KempeGowda Road, Bengaluru-560009
4.	**7.2**	The assignment is expected to commence on [Month, Year] at [Location]	Tentative Date: *Within 30 days of the signing of the Contract at Bengaluru.*

5.	**8.1**	Performance Security	5% (Five Percent) of the Contract Price.

Section 3:Technical proposal standard Forms

3A. Technical Proposal Submission Form

3B. Bidder’s References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments

3G.24/7 support to be provided

3H. Activity (Work) Schedule

3A. Technical Proposal Submission Form

(To be submitted on the Bidder's letterhead)

[Location, Date]

FROM: (Name of Bidder) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Work of Comprehensive operation and maintenance of Cloud Services for Various applications of BWSSB for 5 Years-Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:

Name of Consultant:
Address:

3B. Bidder's References

RelevantServicesCarriedOutintheLastFiveYears That Best Illustrate Qualifications

Usingtheformatbelow,provideinformationoneachreferenceassignment forwhichyourfirm/entity,either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">AssignmentName:</td><td>Country:</td></tr>
<tr><td colspan="2">LocationwithinCountry:</td><td>KeyprofessionalstaffProvidedby Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Nameof Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No.ofStaff-Months;durationofassignment:</td></tr>
<tr><td>StartDate(Month/ Year):</td><td>CompletionDate(Month/ Year):</td><td>Approx.ValueofServices(Rs.M):</td></tr>
<tr><td colspan="2">NameofAssociatedBidder,ifany:</td><td>No. of Months of Key professional staff, provided by Associated Bidder:</td></tr>
<tr><td colspan="3">NameofSeniorStaff(ProjectDirector/ Coordinator,TeamLeader)involvedandfunctionsperformed:</td></tr>
<tr><td colspan="3">NarrativeDescriptionofProject:</td></tr>
<tr><td colspan="3">DescriptionofActualServicesProvidedbyYourStaff:</td></tr>
</table>

Consultant's Name: _____

1.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

<u>On the Terms of Reference</u>:

1.

2.

3.

4.

5.

<u>On the Data, Services, and Facilities to be provided by the Client</u>

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____
Bidder's Name: _____

4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4B. Summary of Costs

4C. Breakdown of Costs

4A. Financial Proposal submission form

FROM:(Nameof Bidder) TO: (NameandAddressofClient)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject:Hiring of Bidder' Services for ----------

---------- FinancialProposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with yourRequest for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal youreceive.

Weremain,

Yours sincerely,

Authorized Signature:

NameandTitleofSignatory:

NameoftheConsultant:

Address:

4B. Summary of costs

Sl. No.	Description of work		Units	Qty	Rate (In Rupees) Monthly	Amount (in Rs)
1	The virtual machines are for built in and used for deploying the application. The scope of the work includes all infrastructure excluding software services - like web, network, public IP and SSL.,		No	13		
2	Providing Random Access Memory for all servers **616 GB**		Month	60		
3	Providing Infrastructure Secondary storage (HDD) HDD for all the applications **21TB**		Month	60		
4	Operating System (OS)	Windows = No. 4	Month	60		
		RHEL = No. 2	Month	60		
5	CPU	16 core= 1	Month	60		
		12 core = 1	Month	60		
		8 core = 5	Month	60		
		4 core= 7	Month	60		
6	Minimum 100 MBPS or more Bandwidth for services to run smoothly		Month	60		
7	Firewall and WAF 1Gbps		Month	60		

8	Data backup in secondary storage and complete infrastructure and maintenance for all servers.	Month	60		
9	Complete hosting services will be under maintenance 24/7	Month	60		
	TOTAL				

- **Disclosure of financial bid in technical proposal will be treated has technically non-responsive.**

Section 5. Terms of Reference

1. Project Background

1. Background

The Bangalore Water Supply and Sewerage Board (BWSSB) has been modernizing its IT infrastructure to improve service delivery, efficiency, and data management. As part of this digital transformation, BWSSB has adopted cloud infrastructure to host and manage its applications and services. Cloud services are essential due to their ability to enhance efficiency, improve security, improve service delivery and also offers Scalability and flexibility. Cloud providers offer backup and disaster recovery features. Storing data in the cloud rather than locally can help prevent data loss in the event of an emergency, such as hardware malfunction, malicious threats, or even simple user error. Hence it is essential for BWSSB being a government organization to have a cloud service provider to secure its data.

2. Purpose

BWSSB has the responsibility of providing potable Water Supply and managing, maintaining Sewerage facilities to Bangalore City. For providing services to the consumer, several applications have been developed such as Oracle application, Biometric application, Complaint management system, Water quality monitoring system, Borewell and pumping station Software, Green Star Challenge application, JalaDoota, Kaveri on Wheels, vehicle tracking system software and the same is hosted in the cloud for day-to-day activity.

BWSSB maintains many of its services on MeitY (Ministry of Electronics and Information Technology) approved cloud platform in line

with Indian government & Government of Karnataka cloud adoption policies.

3. Objectives and Scope of Work

3.1. Provide Managed Cloud IT Infrastructure services for the various application hosting & services
3.2. Implementation of a secure, scalable, and compliant cloud architecture.
3.3. Ensure full infrastructure management to the Engineering-Development team for deployment during staging and live.
3.4. Configurations of Security, Networking, VPN, all aspects of Cloud infrastructure
3.5. Scalability to handle peak loads as needed by the applications.
3.6. Providing Back up services & Disaster Recovery to ensure continuity of services.
3.7. Data Security and Compliance, including support for Indian IT regulations and guidelines.
3.8. Centralized Monitoring and Analytics for the services
3.9. Seamless migration from the current cloud service provider with zero data loss.
3.10. Centralized monitoring and proactive threat detection.
3.11. Optimization of cloud usage and cost.
3.12. High availability with defined SLAs. Of >=99.9%

4. High level Scope of Services for the IT Managed Service provider

4.1. IT service provider shall be responsible for providing the following services
4.2. Service Provider should take responsibility of directly interacting with the current infrastructure team and ensure a smooth transition of cloud infrastructure. Conflicts or issues/concerns, if any, should be discussed and resolved in consultation with BWSSB management accordingly.
4.3. Create and manage all cloud infrastructure including required configurations, security settings and Networking configurations, Backups and all services related to cloud infrastructure
4.4. Establish the Network and Security protocols, systems, implement and operationalize them as per BWSSB’s requirements.

Manage the software components like Firewall, deploy, monitor, update and manage back up with proper documentation and access logs.

4.5. Maintain the uptime of the network and other component and provide services to operate, monitor and update components on need basis.

4.6. Provide levels- L1, L2 & L3 support required to manage the above identified services on a continued basis across services like Servers, Security, Networking, Storage, backup and all cloud related services

5. Detailed scope of works

The following are the key features and expected scope from the Bidder.

- Under the current cloud infrastructure from the BWSSB and Current infrastructure service provider based on the Data sheet provided above
- Provide Managed Clout IT Infrastructure services for the various application hosting & services for the project period
- Ensure full infrastructure management to the Engineering-Development team for deployment during staging and live.
- Configurations of Security, Networking, VPN, all aspects of Cloud infrastructure
- Scalability to handle peak loads as needed by the applications.
- Providing Back up services & in Data recovery Recovery to ensure continuity of services.
- Data Security and Compliance, including support for Indian IT regulations and guidelines.
- Centralized Monitoring and Analytics for the services
- **Maintain SLA of 99.9% uptime (for infrastructure availability)**
- Bidder must also consider the licences of servers, OS, Databases as needed (details are in the BOQ)

A High-Level scope of the work is as below.

1. Knowledge transfer or co-ordination with the current Infrastructure service provider and future service providers of BWSSB
2. Collect the required and necessary information from BWSSB ,current and future Infrastructure providers for smooth take over and maintenance of Managed IT Infrastructure Services on cloud
3. Preparation of Implementation Plan
   3.1. The Bidder shall prepare the implementation plan including the below points
4. Analysis
   4.1. Analysis of the IT Infrastructure Services on cloud and identify risks, risk mitigation plan and gaps if any in the BOQ, network (Internet, Internal network, wireless, servers), resources (File Server), potential risks to critical assets, Master Data required from BWSSB for Domains, changes required to make the systems work in the new

environment, Data Compliance and Information security, Information classification and handling policy etc.

5. Recommendations (part of scope) on plugging the vulnerable areas at the tactical level, for improving ongoing IT Monitoring and solutions as well as building awareness at a high level covering People, processes and Technologies.
6. Identify key security deficiencies that expose the business to unacceptable levels of risk and its mitigation strategies and comply with the key IT systems as per good industries practices.
7. Provide the network topology design, redundancy/SPOF Analysis Current Status,
8. Analysis , Assessment of critical network, server security requirements
   - 8.1. Analyse network, server configurations, ports, for security & switching protocol design and Deployment.
   - 8.2. Analysis of the actual and future Traffic flow and bring the infrastructure to place (using the planned and available infrastructure)
   - 8.3. Analysis of Internet convergence speed and requirements, to avoid any event of failures or network bottlenecking
   - 8.4. Analysis of collision and broadcast domain load including capex/opex savings with suitable upgrade options
   - 8.5. Setting up of necessary infrastructure and configuration based on assessment to ensure smooth functioning of the applications
   - 8.6. User roles and Permissions
   - 8.7. Support for conducting VAPT before any deployment , regular VAPT updates/checks as required
9. SLA -Maintain SLA of 99.9% uptime **(for infrastructure availability)**

10. Technology roadmap for the next 5 years including details of Maintenance activities, SLA based operations
    - 10.1. Groundwork for a sustainable information security lifecycle program.
    - 10.2. Physical access, Virtual access and environmental controls.
    - 10.3. Sign up of any required services on cloud like CPU, storage, back up, other online cloud services related to hosting and operations of the application as indicate in DataSheet.
11. Transition and Migration
    - 11.1. Obtain the necessary approvals from BWSSB on the Implementation Plan prior to commencement of cloud migration activity
    - 11.2. Configure all necessary network configurations to ensure network up and running, including security setting for Firewalls

11.3. Ensure no impact on the day-to-day business activities of BWSSB applications

11.4. Completion of Migration in compliance with the timeframe as per Milestone activities, ensuring no loss of data.

11.5. User manual to be provided for each component, services and policies.

12. Go-live and Monitoring

12.1. Conducting User Acceptance Tests (UAT) for all applications post migration(individual service providers will do the configurations of the application)

12.2. Provide necessary access to development teams for deploying the applications

12.3. Execute/Conduct and Publish the testing results across all services

12.4. Troubleshooting for all services and end user migration for issues during the migration

12.5. UAT acceptance will form the basis for approval of the acceptance of the Components/Services

12.6. Shall provide all documents related to the migration and maintenance activity which shall comprise but not limited to warranty documents, service level agreements, and related documents.

12.7. Setting up of monitoring services for - Anti-Virus, Network, Security, Firewall, Telephony and all other necessary components.

12.8. Setting up User roles and Permission for application working, Server access to individual service providers (10+ application service providers)

12.9. Setting up Dashboards for Official to see the general high level server infrastructure, Service dashboards to know if server is working, network is working, Downtimes, Security aspects

13. Cloud Networking

13.1. Security Support (Server End point, Firewall, Network security)

13.2. Server Support, OS support, Patch management, UAT and smooth upgradation of Major and Minor version as needed,

13.3. All security patches updates

14. Backup Management (Refer Back up Data sheet Annexure)

14.1. Set up , monitor back up as per need of the BWSSB

14.2. Schedule Automated Applications, Configurations Database backup,

15. Security Management - Refer Annexure

16. Monitoring

16.1. Deployment of necessary automated monitoring and project management systems
16.2. Change control process and required documentation
16.3. Additional resource management for delivering as per the SLA

17. Training and Documentations
17.1. Training of the IT staff or project monitoring members, for all managed services including configurations, set up and information, with respect to , as requested by Dept on demand
17.2. routine operations and monitoring.
17.3. Periodic on-request basis

18. Document all critical current set up information, configurations needed to manage and monitor the IT managed services (as needed for management of SLA compliance and operations)

19. Maintenance & Support
19.1. To provide maintenance support required for the IT infrastructure services (Managed services), post Migration.

20. Key resources Availability
20.1. The key resources from deployment, architecture should be made available on demand as per requirement of the BWSSB and should make themselves available physically for meeting at BWSSB HO office as and when requested.
20.2. Bidder should adequately deploy the resources for project management for discussion related to infrastructure scope and related activities.
20.3. The Bidder shall also be responsible for roadmap discussions being conducted for applications that are maintained by BWSSB other services and which may have impact on the applications listed.
20.4. Provide L1, L2, L3 supports as remote services, on need basis.
20.5. Resolving end user tickets and monitoring of the IT services and maintenance of following activities

Backup Management

21. Objectives
21.1. Data Retention: Keeps data available for at least 30 days, which is common for operational needs.
21.2. Disaster Recovery: Monthly backups can serve as a fallback in case of incremental failure.

21.3. Storage Optimization: Balances performance (incremental) and reliability (monthly).

21.4. Recovery Point- should be able to get the data restored using the back up

22. Full Backup (Baseline)

22.1. Frequency: Once during the initial deployment (once in 6 months)

22.2. Description: Captures the entire dataset (all files, configurations, databases, etc.).

22.3. Storage: Typically stored offsite or in a secure cloud.

23. Incremental Backup

23.1. Application Data- Data base and files , documents, application data (Daily for last 30 days)

23.2. Frequency: Daily, incremental

23.3. Description: Backs up only the data that has changed since the last backup (incremental or full).

23.4. Consideration: Requires the full chain (initial full + all incrementals) to restore.

24. Monthly Backup

24.1. Frequency: Once a month. (DB and Application data)

24.2. Description: A new backup at the end of each month.

24.3. Purpose: Acts as a restore point if daily incremental chain is broken or corrupt.

24.4.

25. Other Activities at scheduled intervals

Activity	Schedule
Test Restores	Regularly test restore procedures (atleast once in 12 month)
Cloud Backups in different region	Store at least one copy in different region (e.g., cloud, external data centre).
Versioning	Keep multiple versions of critical files if needed.
Retention Policy	Keep monthly backups for 12 months depending on compliance needs and Daily incremental data for last 30 days
Backup Monitoring	Use monitoring/alerts to verify backup jobs complete successfully.

- 1 full backup (baseline),
- daily incremental for 30 days,
- and monthly backups,

1. **Security Management**

1.1. Identity and Access Management (IAM)

1. Role-based access control (RBAC): Assign permissions based on user roles.
2. Multi-factor authentication (MFA): Requires a second form of authentication.
3. Single Sign-On (SSO): Streamlines and secures login processes.
4. IP based login. Allow login from specific IP only to server management , infra management

1.2. Data Protection & Encryption

1. Data encryption at rest and in transit: Use strong encryption algorithms (e.g., AES-256, TLS 1.2+, or equivalent to be suggested).
2. Key management: Securely manage and rotate encryption keys (e.g., using KMS).
3. Data loss prevention (DLP): Prevent sensitive data from being accidentally shared or exfiltrated(deleted)

1.3. Network Security

1. Firewalls and security groups: Control inbound/outbound traffic to cloud resources.
2. Virtual Private Cloud (VPC): Isolate resources and manage traffic routing
3. VPNs and private connectivity: Secure connections between on-premises and cloud environments.(in use , VPN product details)

1.4. . Monitoring and Logging

1. Audit logs: Record who did what and when (e.g., AWS CloudTrail, Azure Monitor).
2. Intrusion detection/prevention systems (IDS/IPS): Detect and respond to threats.
3. Security Information and Event Management (SIEM): Aggregate and analyze security data.

1.5. Threat Detection and Response (VAPT compulsory before hosting) and basic threat monitoring required like

1. Anti-malware/antivirus tools: Protect virtual machines and containers.
2. Cloud security posture management (CSPM): Continuously monitor and remediate mis-configurations.

3. Incident response plans: Procedures for handling security breaches.

1.6. Compliance and Governance
1. Policy enforcement: Define and enforce organizational security policies.
2. Compliance auditing: Meet standards like ISO 27001, general data policies as required by GOK,GOI
3. Resource tagging and classification: Manage resources and data according to sensitivity.

1.7. Backup and Disaster Recovery (Covered Separately)
1. Regular backups: Automated and secure backups of critical data.
2. Disaster recovery planning: Ensure business continuity through tested recovery procedures.

1.8. Secure Configuration Management
1. Baseline configurations: Apply hardened settings for OS, databases, etc.
2. Automation tools: Use infrastructure as code (IaC) tools with security checks (not compulsory , but good to have)

1. Web Application Firewall (WAF)

Web Application Firewall (WAF) is a key security component in cloud infrastructure, particularly for protecting web applications from a wide range of cyber threats.

BWSSB needs to have WAF configured for all applications on cloud, in to addition to ensuring VAPT test at the beginning and scheduled intervals (repeat tests at least once a year)

1.1. Functionalities of WAF in Cloud Infrastructure
1.1.1. Application Layer (Layer 7) Protection:
1.1.2. Filters HTTP/HTTPS traffic to and from the web application.
1.1.3. Inspects and blocks malicious requests.

1.2. Protection Against OWASP Top 10 Threats
1.2.1. Cross-Site Scripting (XSS)
1.2.2. SQL Injection
1.2.3. Remote File Inclusion
1.2.4. Cross-Site Request Forgery (CSRF)
1.2.5. Command Injection, etc.

1.3. Bot Mitigation:
1.3.1. Detects and blocks malicious bots or crawlers (e.g., scraping, credential stuffing).

1.4. Rate Limiting and Throttling:
1.4.1. Controls traffic spikes and DoS attack mitigation.

1.5. Geo-blocking and IP Reputation Filtering:
1.5.1. Blocks traffic from malicious IPs or specific regions.

1.6. Custom Rule Sets:
1.6.1. Allows administrators to define specific patterns and behaviors to allow or block.

1.7. DDoS Protection (Layer 7):
1.7.1. Guards against application-level DDoS attacks.

1.8. API Security:
1.8.1. Secures RESTful APIs from misuse or abuse.

1.9. TLS/SSL Termination and Inspection:
1.9.1. Decrypts traffic for inspection, and re-encrypts it before forwarding.

1.10. Logging and Monitoring
1.10.1. Provides logs, alerts, and real-time analytics of suspicious activities.

1.11. Objectives of using WAF in Cloud Infrastructure:
1.11.1. Improved Application Security: Adds a strong layer of protection against known and unknown web threats.
1.11.2. Compliance: Helps meet regulatory requirements (e.g., PCI-DSS, MEITY).
1.11.3. Reduced Risk of Downtime: Protects applications from outages due to malicious traffic.
1.11.4. Customizable Security Policies: Adaptable to specific application needs.
1.11.5. Easy Integration: Multiple services are available for easy integration
1.11.6. Enhanced Performance: Caching and load distribution features (in advanced WAFs) may improve app speed.

1.12. Need for WAF in Cloud Environments:
1.12.1. Increased Exposure to attacks: Cloud applications are often internet-facing, increasing the attack surface.

1.12.2. Dynamic and Scalable Threats: Cloud apps scale rapidly, attracting automated and evolving threats.
1.12.3. Shared Responsibility Model: Cloud providers secure infrastructure, but app-layer security is customer’s responsibility.
1.12.4. Zero-Day Vulnerability Defense: Acts as a shield until patches are applied.
1.12.5. Essential for Micro services and APIs: Protects individual components and services in modern app architecture.

2. Scope of Service- Managed IT services

The following are the key features and expected scope from the Service Provider.

Managed Services

1. Provide Managed Clout IT Infrastructure services for the various application hosting & services for the project period
2. Provide comprehensive managed services for hosting and maintaining application workloads.
3. Ensure full infrastructure management to the Engineering-Development team for deployment during staging and live.
4. Configurations of Security, Networking, VPN, all aspects of Cloud infrastructure
5. Manage virtual servers, OS, databases, licenses (as per BOQ), and cloud resources
6. Scalability to handle peak loads as needed by the applications.
7. Providing Back up services & in Data recovery ensure continuity of services.
8. Data Security and Compliance, including support for Indian IT regulations and guidelines.
9. Centralized Monitoring and Analytics for the services
10. Maintain SLA of >=99.9% uptime (for infrastructure availability)
11. Service Provider must also consider the licences of servers, OS, Databases as needed (details are in the BOQ)

Transition and Knowledge Transfer

12. Knowledge transfer or co-ordination with the current Infrastructure service provider
13. Collect the required and necessary information from BWSSB and current Infrastructure provider for smooth take over and maintenance of Managed IT Infrastructure Services on cloud
14. Preparation of Implementation Plan
15. The Service Provider shall prepare the implementation plan including the below points
16. Coordinate with current service provider and conduct structured knowledge transfer.

17. Collect configuration data, credentials, policies, and architectural diagrams.

Implementation

18. Develop a detailed project plan with milestones and resource allocations.
19. Prepare for compliance, security assessments, risk mitigation, and configuration baselining

Analysis & Monitoring aspects

20. Analysis of the IT Infrastructure Services on cloud and identify risks, risk mitigation plan and gaps if any in the BOQ, network (Internet, Internal network, wireless, servers), resources (File Server), potential risks to critical assets, Master Data required from BWSSB for Domains, changes required to make the systems work in the new environment, Data Compliance and Information security, Information classification and handling policy etc.
21. Recommendations (part of scope) on plugging the vulnerable areas at the tactical level, for improving ongoing IT Monitoring and solutions as well as building awareness at a high level covering People, processes and Technologies.
22. Identify key security deficiencies that expose the business to unacceptable levels of risk and its mitigation strategies and comply with the key IT systems as per good industries practices.
23. Provide the network topology design, redundancy/SPOF Analysis Current Status,
24. Analysis, Assessment of critical network, server security requirements
25. Analyse network, server configurations, ports, for security & switching protocol design and Deployment.
26. Analysis of the actual and future Traffic flow and bring the infrastructure to place (using the planned and available infrastructure)
27. Analysis of Internet convergence speed and requirements, to avoid any event of failures or network bottlenecking
28. Analysis of collision and broadcast domain load including capex/opex savings with suitable upgrade options
29. Setting up of necessary infrastructure and configuration based on assessment to ensure smooth functioning of the applications

User roles and Permissions

30. Support for conducting VAPT before any deployment , regular VAPT updates/checks as required
31. Technology roadmap for the project period including details of Maintenance activities, SLA based operations
32. Groundwork for a sustainable information security lifecycle program.
33. Physical access, Virtual access and environmental controls.
34. Sign up of any required services on cloud like CPU, storage, back up, other online cloud services related to hosting and operations of the application as indicate in DataSheet.

Transition and Migration

35. Obtain the necessary approvals from BWSSB on the Implementation Plan prior to commencement of cloud migration activity
36. Configure all necessary network configurations to ensure network up and running, including security setting for Firewalls
37. Ensure no impact on the day-to-day business activities of BWSSB applications
38. Completion of Migration in compliance with the timeframe as per Milestone activities, ensuring no loss of data.
39. User manual to be provided for each component, services and policies.

Go-live and Monitoring

40. Conducting User Acceptance Tests (UAT) for all applications post migration(individual service providers will do the configurations of the application)
41. Provide necessary access to development teams for deploying the applications
42. Execute/Conduct and Publish the testing results across all services
43. Troubleshooting for all services and end user migration for issues during the migration
44. UAT acceptance will form the basis for approval of the acceptance of the Components/Services
45. Shall provide all documents related to the migration and maintenance activity which shall comprise but not limited to warranty documents, service level agreements, and related documents.
46. Setting up of monitoring services for - Anti-Virus, Network, Security, Firewall, Telephony and all other necessary components.
47. Setting up User roles and Permission for application working, Server access to individual service providers (10+ application service providers)

48. Setting up Dashboards for Official to see the general high level server infrastructure, Service dashboards to know if server is working, network is working, Downtimes, Security aspects
49. Execute phased migration with business continuity planning.
50. Conduct UAT for each application.
51. Deploy monitoring systems for antivirus, firewall, security, and infrastructure health
52. Cloud Networking
53. Propose and implement network topology including VPC, VPN, firewall rules.
54. Perform VAPT, configure IAM, SSO, MFA, and IP-restricted access policies.
55. Monitor ports, switching protocols, and establish redundancy
56. Security Support (Server End point, Firewall, Network security, WAF)
57. Server Support, OS support, Patch management, UAT and smooth upgradation of Major and Minor version as needed,
58. All security patches updates (Refer WAF Annexure)
59. Backup Management (Refer Back up Annexure)
60. Set up , monitor back up as per need of the BWSSB
61. Schedule Automated Applications, Configurations Database backup,
62. Security Management - (Refer Security Annexure)
63. Monitoring
64. Deployment of necessary automated monitoring and project management systems
65. Change control process and required documentation
66. Additional resource management for delivering as per the SLA

Training and Documentations

67. Training of the IT staff or project monitoring members, for all managed services including configurations, set up and information, with respect to , as requested by Dept on demand
68. routine operations and monitoring.
69. Periodic on-request basis
70. Document all critical current set up information, configurations needed to manage and monitor the IT managed services (as needed for management of SLA compliance and operations)
71. Technical Vulnerability Report – detailed findings with risk scores (CVSS), PoCs.
72. Compliance Mapping – as applicable (e.g., ISO 27001, PCI-DSS)

Maintenance & Support

73. To provide maintenance support required for the IT infrastructure services (Managed services), post Migration.

Key resources Availability

74. The key resources from deployment, architecture should be made available on demand as per requirement of the BWSSB and should make themselves available physically for meeting at BWSSB HO office as and when requested.
75. Service Provider should adequately deploy the resources for project management for discussion related to infrastructure scope and related activities.
76. The Service Provider shall also be responsible for roadmap discussions being conducted for applications that are maintained by BWSSB other services and which may have impact on the applications listed.
77. Provide 24x7 support (L1, L2, L3) for infrastructure, issues, and performance tuning.
78. Support periodic patching, version upgrades, and configuration management.
79. Resolving infrastructure related tickets raised by Individual development team and Department , monitoring of the IT services and maintenance of following activities

Technical Requirements

80. Comply with industry standards like ISO 27001, SOC 2, and Indian data protection regulations.
81. Ensure compatibility with existing applications and third-party integrations.
82. Support hybrid or multi-cloud configurations, if needed.
83. Use approved automation tools for deployment and configuration management (e.g.,Terraform, Ansible – optional).
84. The service provider must deploy on OEM approved cloud infrastructure.

Service Level Agreement (SLA)

85. Uptime: ≥ 99.9%
86. Incident response time: < 30 minutes (critical); < 4 hours (non-critical)
87. Resolution time: As per severity matrix
88. Reporting: Weekly and Monthly performance reports

3. Service Standards

Service Level Agreements

Service Level	Criticality	Response	Resolution
Severity 1	High	10 Minutes	4 Hour
Severity 2	High	15 Minutes	6 Hours
Severity 3	Medium	30 Minutes	12 Hours
Severity 4	Low	45 Minutes	24 Hours

Severity Definitions

Severity	Definition
Severity 1	One or more Major IT service is impacted due to being completely down or deterioration in performance. Not limited to below, Example Any Security issue affecting the network, application working
Severity 2	Only part of users are affected or only part service is affected Example Single application or server point not working
Severity 3	Non critical Issues which does not affect the business continuity Ex: File server and back up services, tickets related to infra
Severity 4	Service Request, providing access to non critical tickets

SLA Compliance

Service Level	SLA Compliance	SLA Exception Compliance
Severity 1	98%	Remaining 2% to be done in 1 Business Day
Severity 2	98%	Remaining 2% to be done in 1 Business Day
Severity 3	97%	Remaining 3% to be done in 2 Business Day
Severity 4	95%	Remaining 5% to be done in 2 Business Day

Section 6. Standard Form of Contract

FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the _____day of the month of

_____, 200_, between, on the one hand, (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Bidder").

*[*Note: If the Bidder consist of more than one entity, the above should be partially amended to read as follows*:

".. .(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Bidder' obligations under this Contract, namely,___and__(hereinafter called the "Bidder.")"]

WHEREAS

(a) the Client has requested the Bidder to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

(b) the Bidder, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegral partofthisContract:

   (a) The General Conditions of Contract(hereinafter called "GC");

(b) The Special Conditions of contract (herein after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Bidder

Appendix D: Services and Facilities to be provided by the Client

Appendix E: Breakdown of Contract Price

Appendix F: Form of Guarantee for Advance Payments

[*Note: If any of these Appendices are not used, the words* "Not Used"*should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix*.]

2. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:

(a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Bidder in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Bidder consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE BIDDER

[Name of Member]

By
(Authorized Representative)
[Name of Member]

By
(Authorized

Representative) etc.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) "GC" means these General Conditions of Contract;
(f) "Government" means the Government of Karnataka;
(g) "Local currency" means Indian Rupee;
(h) "Member," in case the Bidder consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Bidder’ rights and obligations towards the Client under this Contract.
(i) "Party" means the Client or the Bidder, as the case may be, and Parties means both of them;
(j) "Personnel" means persons hired by the Bidder or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a);
(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
(l) "Services" means the work to be performed by the Bidder pursuant to this Contract as described in Appendix A; and
(m) "Sub-consultant" means any entity to which the Bidder subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
(n) "Third party" means any person or entity other than the Government, the Client, the Bidder, or a Sub-consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the SC

1.7 Taxes and Duties

The Bidder, Sub-Bidder, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Bidder shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as maybe specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuanttoClause2.7,this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by themduringsuchperiodforthepurposesoftheServicesandinrea

ctivatingtheServiceaftertheendof such period.

2.6 Suspension:

The Client may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Bidder (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Bidder, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By theBidder

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Client of the Bidder' notice specifying such breach;

(c) if, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Client, the Bidder shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Bidder:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of

termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of theBidder:

3.1 General

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Bidder or third parties.

3.2 Conflict of Interests

3.2.1 Bidder Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Bidder pursuant to Clause 6 shall constitute the Bidder' sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidder, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Bidder, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Bidder shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Bidder and Affiliates Not to engage in certain Activities

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any

project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Bidder nor their Sub-Bidder nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Bidder, their Sub-Bidder, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultant

The Bidder (a) shall take out and maintain, and shall cause any Sub-Bidder to take out and maintain, at their (or the Sub-Bidder', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Bidder' Actions Requiring Client's Prior Approval

The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Bidder shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Bidder"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Bidder shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Bidder to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder in accordance with Clause 3.6 shall become and remain the property of the

Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Bidder by the Client or purchased by the Bidder with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Bidder, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Bidder' Personnel and Sub-Bidder

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder' Key Personnel are described in Appendix C. The Key Personnel and Sub-Bidder listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents, and representatives of the

Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Bidder and the Personnel and any Sub-Bidder employed by the Bidder for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Bidder, Sub-Bidder, and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Bidder and the Personnel, for the purposes of the services and free of any charge, the services, facilities, and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities, and property are not made available to the Bidder as and when so specified, the Parties shall agree on: (i) any time extension that may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities, and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

6. Payment to the Bidder:

6.1 Lump Sum Remuneration

The Bidder' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Bidder’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Bidder in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set is Rs.297.61.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in the SC. unless otherwise stated in the SC, the first payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Bidderhas submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Bidder

for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8. Exit Management

1. The Bidder shall prepare and submit to the Purchaser a comprehensive **Exit Management Plan** ("Exit Management Plan") covering all aspects related to exit management for the entire contract, including Project Implementation, Operations and Management, Service Level Agreements (SLAs), and Scope of Work.

The Exit Management Plan shall include, at a minimum:

- (a) A detailed program and timeline for the transition process to a Replacement Agency, specifying the methodology and mechanisms to ensure uninterrupted service delivery throughout the transition or until cessation of services. It shall also define the transition governance structure and roles to be followed during the process.
- (b) A communication and coordination plan for informing the Bidder's staff, Purchaser's stakeholders, customers, and any related third parties to minimize operational disruption.
- (c) A plan for providing contingent or transitional support to the Purchaser or its nominated agencies, including the Replacement Agency, for a reasonable period after the handover to support continuity and knowledge transfer.
- (d) An inventory and asset handover plan listing all hardware, software, licenses, documentation, and configurations related to the project, with their ownership status clearly defined.
- (e) Procedures to transfer access rights, credentials, configurations, and documentation to ensure security, integrity, and compliance during the transition.
- (f) A risk management framework identifying potential risks during the exit process and corresponding mitigation measures.

2. The Exit Management Plan shall be submitted to the Purchaser within 30 days of the signing of the Contract and shall be subject to approval by the Purchaser.
3. In the event of contract termination or expiry, both Parties shall adhere to the approved Exit Management Plan to ensure seamless transition and minimal business disruption.

4. During the exit management period, the Bidder shall continue to deliver all contracted services with the same quality standards and SLAs as agreed until the completion of transition activities.
5. During the exit management period, the Bidder shall grant the Purchaser and/or its authorized representatives full access to information necessary to understand and document the current mode of operation, system configurations, and service delivery mechanisms.
6. The Bidder shall provide all information, documentation, and records-whether in digital or physical form—necessary to facilitate a seamless handover of operations to the Purchaser or to its nominated Replacement Agency. This includes operational manuals, asset registers, configuration details, service reports, and third-party contract information relevant to the Services.
7. The Bidder shall ensure that all documents, records, and agreements in digital and/or paper form related to the Services are maintained accurately from the commencement of project services and made available to the Purchaser or its nominated agencies for due diligence and transition-related purposes.
8. The Bidder shall provide reasonable support during the transition period, including staff availability for knowledge transfer sessions, to ensure smooth operational handover to the Replacement Agency or the Purchaser

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1 (h)	The Member in Charge is not applicable for this Contract.
[1.4	The addresses are: **Client:** Bangalore Water Supply & Sewerage Board (BWSSB) 3rd Floor, Cauvery Bhavan, Kempegowda Road Bengaluru-560009 Contact Person: Designation: _____ E-mail: _____ Phone: _____ **Bidder:** _____ _____ _____ Contact Person: Name: Designation: E-mail: Phone: _____
[1.4.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
[1.6	The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

[1.7.1 The Bidder and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is the date of signing of the Contract (Effective Date)

[2.2 The commencement date shall be within 30 (thirty) days of the Effective Date (Commencement Date)

[3.5 (c) The other actions are as per Appendix A of the Contract

[3.7 The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[7.2 of GCC Disputes shall be settled by arbitration in accordance with the following provisions.

- If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:
    a) Additional Chief Engineer, BWSSB as Employer representative,
    b) The "Consultancy", and
    c) The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision

within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

- The procedure for arbitration shall be as follows:

  (a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

  (b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

  (c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

  (d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

- <u>Selection of Arbitrators:</u>

  Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees. Upon receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the

sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Bidder shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.0. The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

Payment Schedule:

- The payment will be released once in every quarter(3 months).
- The invoice submitted shall be as per the approved BOQ items.
- The penalties for bills will be as per the SLA defined.
- For every bill the completed service details and the uptime reports to be attached.

1	The Payment towards BOQ item 1	100% of paymenttowards BOQ item 1 after Go Live
2	Operation and Maintenance activity(BOQ item 2 to 9)	It will be paid on quarterly basis

Time Frame and Deliverables

Sl.No	Milestone	Deliverables	Definitions	Deadline
1.	Milestone 1	Migration from existing Cloud to new platform	T1	15 Days
2.	Milestone 2	Go-live and Maintenance & Monitoring Activity	T2	Commences from 16th day

III. APPENDICES

Appendix A: Description of the Services

[Gives detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports, and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

Appendix C: Key Personnel and Sub-Bidder

[List under: C-1 Titles (and names, if already available), detailed job descriptions, minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-Bidder (if already available); same information with respect to their Personnel as in C-1 through C-2.]

Appendix D: Services and Facilities to be provided by the client

[List here under: F-1 Services, facilities, and property to be made available to the Bidder by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

NOT APPLICABLE